



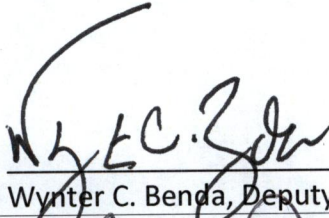
To the Honorable Council
City of Norfolk, Virginia

February 24, 2015

From: John Rhamstine, Director Cultural Facilities

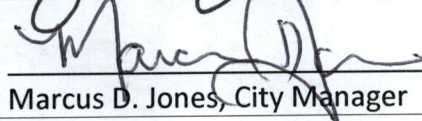
Subject: Approve a Lease Agreement
to relocate the Selden Gallery to the
World Trade Center

Reviewed:


Wynter C. Benda, Deputy City Manager

Ward/Superward: 2/6

Approved:


Marcus D. Jones, City Manager

Item Number:

R-4

I. **Recommendation:** Adopt an Ordinance

II. **Applicant:** City of Norfolk Bureau of Cultural Affairs

III. **Description**

This agenda item is an ordinance approving a lease agreement with WTC Financial Associates, LLC and 435 East WTC, LLC c/o Harbor Group Management Company for the use of certain space at World Trade Center, 101 West Main Street.

IV. **Analysis**

This is an agreement with the owner of the building located at the World Trade Center, 101 West Main Street. The agreement is to relocate and occupy a 1,200 square foot space on the ground floor for use as a gallery. The Selden Gallery opened in 2006 as outreach to local and regional artists for display of contemporary, professional artwork.

V. **Financial Impact**

The City of Norfolk Bureau of Cultural Affairs will be responsible for the display of rotating exhibitions of the artwork and for the cost of creating and publicizing the exhibitions. Artist pay the City a 30% commission on the sale of any artwork.

VI. Environmental

N/A

VII. Community Outreach/Notification



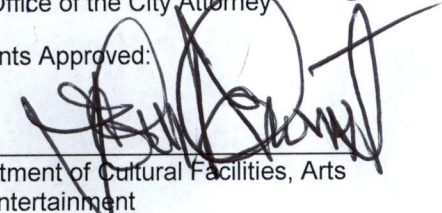
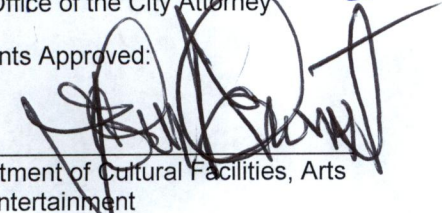
Art exhibitions are selected by a Visual Arts Committee made up of members of the Hampton Roads art community through an open call for artists.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the City Attorney's Office and the Department of Cultural Facilities, Arts and Entertainment.

Form and Correctness Approved: By 
Office of the City AttorneyContents Approved: By 
Department of Cultural Facilities, Arts
and Entertainment

Pursuant to Section 72 of the City Charter, I hereby
certify that the money required for this item is in
the city treasury to the credit of the fund from
which it is drawn and not appropriated for any
other purpose.

\$ 
Director of Finance

Account
2/19/15
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE BETWEEN WTC FINANCIAL
ASSOCIATES, LLC, 435 EAST WTC, LLC AND THE CITY OF
NORFOLK, AND AUTHORIZING THE EXECUTION OF THE LEASE
AGREEMENT ON BEHALF OF THE CITY.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Lease between WTC Financial Associates, LLC, and 435 East WTC, LLC (together, "Landlord") and the City of Norfolk ("Tenant"), a copy of which is attached hereto as Exhibit A, for the use by Norfolk Department of Cultural Facilities, Arts and Entertainment of certain property located at 101 West Main Street, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Lease Agreement for and on behalf of the City, and to do all things necessary and proper to carry out its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as may be necessary in order to carry out the intent of the Council as expressed in this ordinance.

Section 4:- That this ordinance shall be in effect from and after its adoption.

LEASE

THIS LEASE (this "*Lease*") is made as of the ____ day of February, 2015, by and between **WTC FINANCIAL ASSOCIATES, LLC**, a Delaware limited liability company, and **435 EAST WTC, LLC**, a Delaware limited liability company (together, "*Landlord*"), with its principal office at 999 Waterside Drive, Suite 2300, Norfolk, Virginia 23510, and **THE CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("*Tenant*"), with its principal office at 810 Union Street, Suite 1100, Norfolk, Virginia 23510.

1. Summary of Lease Provisions.

(a) Description of Property

Suite Number	Portion of Suite 100
Name of Building	World Trade Center
Building Address	101 West Main Street
Building City, State & Zip	Norfolk, Virginia 23510
Total Leasable SF of Building	Approximately 365,012 square feet

(b) Description of Leased Premises

Leased Area of Premises (SF)	Approximately 1,200 rentable square feet and shown on the Floor Plan Indicating Premises attached as Exhibit "A"
Tenant's Prorata Share of Building <i>(includes Tenant's share of common area)</i>	0.00%

(c) Description of Lease Term

Commencement Date of Lease	March 1, 2015
Rent Commencement (if different)	N/A
Expiration Date of Lease	February 29, 2016
Total Lease Term	12 months
Initial Monthly Base Rent	\$0.00
Initial Monthly Operating Expense Charges	N/A
Base Year (if applicable)	N/A
Rent Escalator	N/A
Security Deposit Required	N/A

(d) Description of Addresses and Notice Addresses

Remit Rental Payments to:	WTC Financial Associates, LLC and 435 East WTC, LLC
	c/o Harbor Group Management Company
	P. O. Box 2680
	Norfolk, Virginia 32501

Landlord's Notice Address:	WTC Financial Associates, LLC and 435 East WTC, LLC
	999 Waterside Drive, Suite 2300
	Norfolk, VA 23510

With a copy to: **T. Richard Litton, Esquire**

999 Waterside Drive, Suite 2300

Norfolk, VA 23510

Tenant's Notice Address: **City Manager**

810 Union Street, Suite 1100

Norfolk, Virginia 23510

With a copy to: **City Attorney**

810 Union Street, Suite 900

Norfolk, Virginia 23510

With a copy to: **Director, Department of Cultural Facilities, Arts and
Entertainment**

Norfolk SCOPE

201 East Brambleton Avenue

Norfolk, Virginia 23510

- 2) **Lease of Premises; Use.** Landlord leases to Tenant and Tenant takes from Landlord those premises in Landlord's building described in Section 1(a) (the "***Building***" or the "***Center***") which contain the square footage described in Section 1(b) and have the suite number described in Section 1(a) and are shown on the floor plan attached as Exhibit "A" (the "***Premises***"). Tenant covenants that the Premises shall only be used and occupied by Tenant as an art gallery operated by the Tenant and known as The Selden Gallery (or such other business name as determined by Tenant in its sole and absolute discretion, so long as such business is an art gallery). Tenant accepts the Premises in its AS IS condition. Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Tenant shall comply promptly, at Tenant's expense, with all laws applicable to Tenant's use of the Premises, including, without limitation, the American with Disabilities Act. Tenant shall be permitted to make alterations to the walls and partitions of the Premises as needed to allow for the display of artwork provided that such alterations shall be limited to marking upon, cutting into, drilling into, and driving nails or screws into the walls and partitions located in the Premises and further provided that Tenant surrenders the Premises to Landlord at the expiration or sooner termination of this Lease in accordance with Section 13.
- 3) **Term; Early Termination.** The term of this Lease ("***Term***") shall commence on that date which is the earlier of (i) the Commencement Date stated in Section 1(c) or (ii) the date of occupancy by Tenant, with the prior written approval of Landlord, of the Premises and shall end on the Expiration Date stated in Section 1(c). Notwithstanding anything to the contrary herein, Landlord shall have the right to terminate the Lease at any time upon thirty (30) days' notice to Tenant.
- 4) **Rent.** No rent shall be due or payable by Tenant during the Term of the Lease.
- 5) **Operating Costs Adjustment.** Intentionally deleted.
- 6) **Services and Maintenance.** So long as Tenant is not in default hereunder, Landlord shall provide, at Landlord's expense, Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding national holidays, janitorial services, standard electrical service, water from regular fixtures in the Building for drinking, lavatory and toilet purposes, and heating and cooling (HVAC) of the Premises. HVAC may be provided at times other than those above at the sole cost of Tenant at prevailing rates, which rate is currently Seventy-Five Dollars (\$75.00) per hour. Landlord shall not be liable for damages for failure to furnish or delay in furnishing any service in a timely manner due to casualty, condemnation or by reason of force majeure. Landlord shall keep the Building in good working order. Tenant shall at Tenant's expense keep all interior non-structural parts of the Premises in good order. Landlord's agents shall have the right to enter and inspect the Premises, to make repairs and/or alterations and to show the Premises to prospective Tenants.

- 7) **Casualty or Condemnation.** If a casualty occurs to the Premises and the damage exceeds 50% of the value of the Premises (as reasonably determined by Landlord) and Landlord shall elect not to repair such damage, then either Tenant or Landlord may terminate this Lease by giving written notice to the other party. If the entire Premises or so much of the Premises as to render the balance unusable by Tenant shall be taken by condemnation, and if Landlord is unable or unwilling to provide substitute premises in the Building, then this Lease shall terminate on the date that title or possession of the Premises is taken by the condemning authority.
- 8) **Assignment and Sublease.** Without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion, Tenant shall not sublease the Premises, or assign, mortgage or otherwise transfer this Lease.
- 9) **Subordination, Attornment, and Estoppel.** This Lease is subject and subordinate to any mortgage, deed of trust, deed to secure debt, ground lease, assignment of leases, or other security instrument or operating agreement and all amendments thereto (collectively a "**Security Instrument**") now or hereafter encumbering the Premises or Building. In the event of foreclosure of any such Security Instrument by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall attorn to such mortgagee or purchaser in foreclosure. Tenant shall, within seven days of receipt of written notice from Landlord, deliver to Landlord an Estoppel certificate and/or other document evidencing the terms of this paragraph in a form reasonably satisfactory to Landlord.
- 10) **Indemnification and Insurance.** To the extent permitted under Virginia law and without waiving any right of sovereign immunity, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, claims, damages and expenses and fees, arising out of or in any way connected with the misconduct or negligent use, occupancy, management or control of the Premises by Tenant, its agents, employees, contractors or invitees or the misconduct or negligent operations, conduct or activities in the Premises or the Building by Tenant, its agents, employees, contractors or invitees. Tenant's indemnity obligations under this Paragraph shall survive the termination of this Lease. Tenant agrees that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or other criminal or willful acts of third parties. The parties acknowledge and agree that Tenant is and shall be permitted to self-insure for all risks.
- 11) **Relocation.** Landlord may substitute for the Premises, other premises in the Building ("**New Premises**"), in which event the New Premises shall be deemed to be the Premises for all purposes under this Lease, provided that the New Premises shall be similar to the Premises in area and configuration. If Tenant fails to relocate to the New Premises within fifteen (15) days of Landlord's demand, then Landlord, at its option, may terminate this Lease by giving written notice to Tenant.
- 12) **Default and Remedies.**
- A. **Events of Default:** Any of the following occurrences or acts shall constitute an event of default under this Lease: If Tenant shall (a) fail to observe or perform any other provision of this Lease for ten (10) days after Landlord delivers to Tenant written notice of such failure or (b) if Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law or be adjudicated or otherwise bankrupt or insolvent or make an assignment for the benefit of its creditors or admit its inability to pay its debts generally as they become due or (c) if Tenant shall vacate or abandon the Premises and/or fail to carry on its business therein for a minimum of five (5) consecutive business days.
- B. **Remedies:** Upon the occurrence of an event of default, Landlord at its option, without further notice or demand to Tenant, may in addition to all other rights and remedies provided in this Lease, at law or in equity, (i) give to Tenant written notice of Landlord's election to terminate this Lease on a date specified in such notice, and/or (ii) whether or not this Lease shall have been terminated, re-enter and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise with the right to remove all persons and property therefrom, and/or (iii) at any time or from time to time after the repossession of the Premises or any part thereof pursuant hereto, whether or not this Lease shall have been terminated, Landlord may (but shall be under no obligation to) re-let the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord, for such term or terms and on such conditions and for such uses as Landlord in its sole discretion may determine, and to collect and retain any rents payable by reason of such re-letting, and/or (iv) suspend its provision of any services provided to it by Tenant otherwise hereunder. No expiration or termination of this Lease pursuant hereby, by operation of law or otherwise, and no repossession of the Premises or any part thereof and no re-letting of the Premises or any part thereof by Landlord shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or re-letting.

- 13) **Surrender of Premises and Holdover.** Tenant agrees on the expiration of the Term to deliver to Landlord possession of the Premises, cleared of all persons, goods and things not properly belonging to Landlord, and in as good an order and condition as the same were received, ordinary wear and tear excepted. Should Tenant remain in possession of the Premises beyond the expiration of the Term or any renewal term of this Lease it shall result in a tenancy from month-to-month terminable by either party on thirty (30) days' notice.
- 14) **Automatic Renewal.** Intentionally deleted.
- 15) **Security Deposit.** Intentionally deleted.
- 16) **Limitation of Landlord's Liability.** As used in this Lease, "***Landlord***" shall mean only the entity herein named as such, and its successors and assigns and no principal, officer, employee, manager, member, shareholder and/or partner (general or limited) of Landlord shall have any personal liability under any provision of this Lease for any reason or purpose or at any time.
- 17) **Hazardous Materials.** Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. As used herein, the term "***Hazardous Material***" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar such item as defined in or pursuant to applicable state, federal and/or local environmental laws or regulations.
- 18) **Representations and Warranties; Financial Statements; Lender Approval.** Tenant represents, covenants and warrants to Landlord that (i) it is a duly formed entity in accordance with the applicable requirements of the jurisdiction in which it has been formed, (ii) it has the full right, power and authority to enter into this Lease, (iii) any and all corporate or other such action necessary to approve and ratify the entering into of this Lease by Tenant has been taken (and Tenant agrees to provide evidence thereof to Landlord upon Landlord's request) evidence thereof to Landlord upon Landlord's request, (iv) it is not identified on and, to the best of its knowledge, is not engaged in any transactions or dealings, or otherwise associated with individuals identified on ("Prohibited Persons"), the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the Office of Foreign Assets Control pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States ("OFAC List") nor is Tenant subject to trade embargo or economic sanctions pursuant to any authorizing United State law, regulation or Executive Order of the President of the United States, (v) it will not in the future during the Term of this Lease engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises, the Building or the Property and (vi) the person executing this Lease on behalf of Tenant has been empowered with all necessary authority to do so and thereby to bind Tenant fully to all of the terms and conditions hereof. Tenant agrees that, if applicable, this Lease is contingent upon the approval thereto of one or more, as the case may be, mortgagees on the Building, which such approval Landlord agrees diligently to pursue; provided, however, if after the exercise of such diligent efforts such approval is not obtained, this Lease shall become and be null and void and of no further force or effect and the parties hereto thereafter shall have no liability or other obligation one to the other hereunder.
- 19) **Subject to Annual Appropriation of Funds.** This Lease, and specifically the Tenant's obligation to pay rent, if any, shall be subject to the annual appropriation of funds by Norfolk City Council. In the event City Council fails to appropriate funds for this Lease in any given year, the Lease will terminate at the end of the fiscal year for which funds have been appropriated. Nothing in this Section 19 shall be deemed to permit Tenant to occupy the Premises for any period without paying rent under this Lease, except as otherwise set forth herein. Tenant shall notify Landlord in writing within thirty (30) days following the conclusion of the budgetary process if funds are not appropriated to pay rent due pursuant to this Lease, and such notice shall specify the date on which this Lease will terminate; provided, however, termination of this Lease pursuant to the terms of this Section 19 shall not be contingent upon notice being provided to Landlord within such thirty (30) day period.
- 20) **Miscellaneous.** For the purpose of any notice under this Lease, the parties shall be served by overnight delivery, personal delivery or certified or registered mail, return receipt requested (with notice deemed given on the date of mailing), addressed to the other party at the address in Section 1(d), provided that any notice to Tenant may be given at the Premises and shall be effective when delivered. This Lease shall bind and inure to the benefit of the parties hereto, their successors, permitted assigns, and legal representatives. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in effect. If Landlord retains an attorney in connection with the default by Tenant in any of the agreements or covenants contained in this Lease, Tenant shall pay such reasonable attorneys' costs and fees to Landlord. There are no representations,

covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Tenant and Tenant's agents, employees, contractors and invitees shall faithfully observe and comply with all reasonable rules and regulations ("**Rules and Regulations**"), promulgated by Landlord from time to time for the safety, care or cleanliness of the Building. Landlord shall not be responsible to Tenant for the nonperformance of any such Rules and Regulations by other tenants of the Building. The current Rules and Regulations, which may be amended by Landlord in its sole discretion, are attached hereto as Exhibit "B". This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located. The Exhibits attached to this Lease are incorporated herein by reference.

Exhibit "A" - Floor Plan Indicating Premises.

Exhibit "B" - Rules and Regulations.

Exhibit "C" - Construction Addendum: ☐ Applicable ☒ Non-Applicable

Exhibit "D" - Guaranty: ☐ Applicable ☒ Non-Applicable

IN WITNESS WHEREOF, Tenant and Landlord have executed or cause to be executed this Lease on the dates shown opposite their signature below to be effective as of the date set forth above.

LANDLORD:

WTC FINANCIAL ASSOCIATES, LLC
a Delaware limited liability company

BY: WTC Managing Co., LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

435 East WTC, LLC
a Delaware limited liability company

BY: 435 East WTC Managing Co., LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CITY OF NORFOLK, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

By: _____
Name: Marcus D. Jones
Title: City Manager

Approved as to contents:

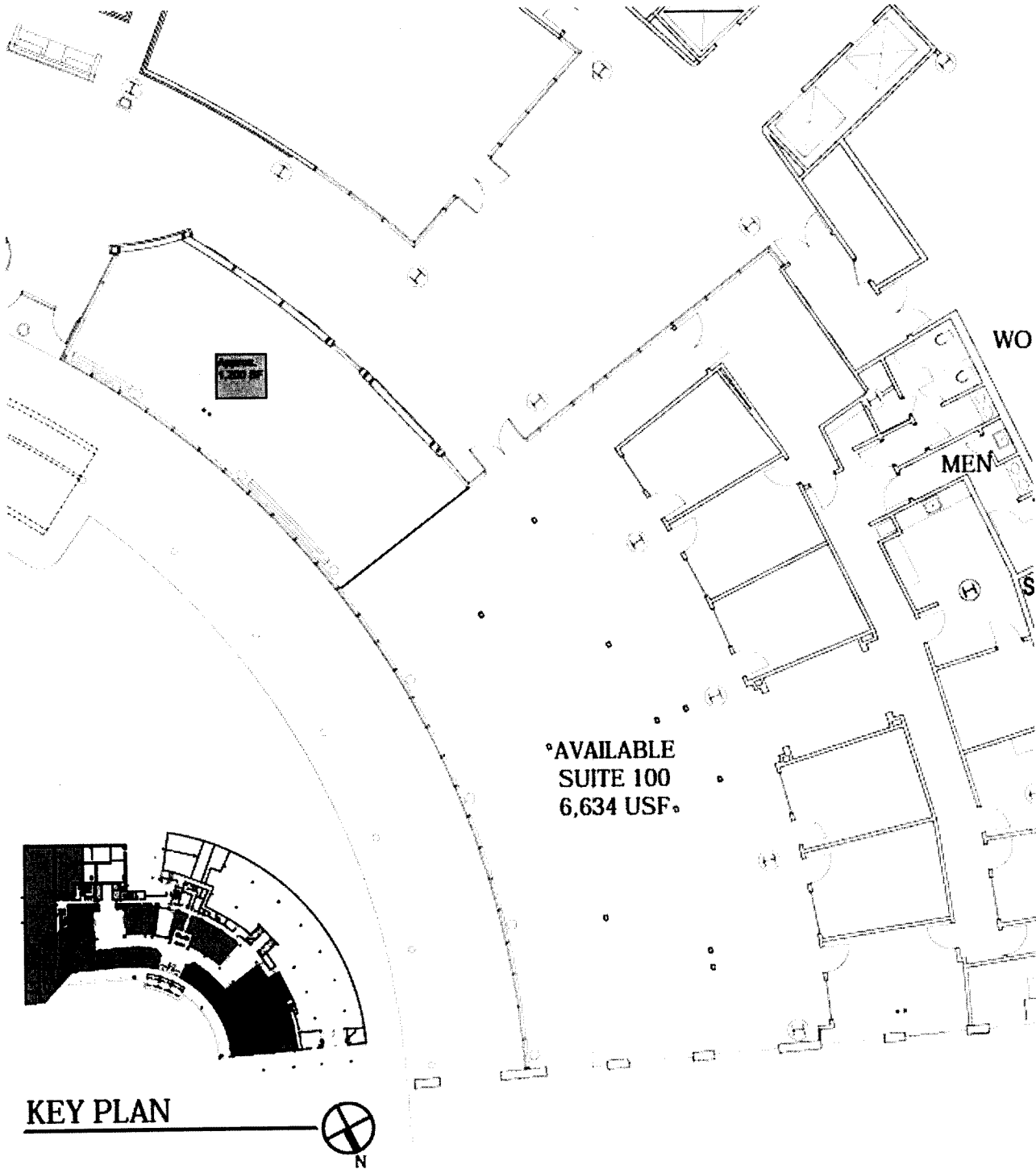
John Rhamstine, Director, Department of Cultural Facilities, Arts and Entertainment

Approved as to form and correctness:

Assistant City Attorney

EXHIBIT "A"

FLOOR PLAN INDICATING PREMISES



World Trade Center 1st Floor Suite 100

1/8" - 1'-0"

101 W. Main Street Norfolk, Virginia

October 29, 2014



**JONES LANG
LASALLE**

HARBOR GROUP
MANAGEMENT COMPANY

IBN
ARCHITECTURE
INTERIOR DESIGN

EXHIBIT "B"

RULES AND REGULATIONS

As used herein, Manager shall mean that agent designated by Landlord, from time to time, to operate and manage the Building.

1. The Landlord or Manager may refuse admission to any Building outside of Landlord's Standard Building hours to any person not known to any watchman or security guard or not properly identified, and may require all persons admitted to or leaving any Building outside of Landlord's Standard Building hours to register. Any person whose presence in any Building or the Center at any time shall, in the judgment of the Landlord or Manager, be prejudicial to the safety, character, reputation and interests of any Building or its Tenants may be denied access to any Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion, the Landlord or Manager may prevent all access to any Building during the continuance of the same, by closing the doors or otherwise, for the safety of the Tenants, any Building and protection of property in any Building. The Landlord or Manager shall not be liable to any Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from any Tenant's Premises or any Building under these Rules and Regulations.
2. The Landlord or Manager reserves the right to exclude or expel from any Building any person who in the judgment of the Landlord or Manager is intoxicated or under the influence of liquor or drugs.
3. Tenants shall not do or permit anything to be done in their Premises or bring or keep anything therein which will in anyway obstruct or interfere with the rights of other Tenants, or do, or permit anything to be done in their Premises which shall, in the judgment of the Landlord or Manager, in any other way injure or annoy other Tenants, or conflict with the laws, rules and regulations relating to fire, safety or health or with any insurance policy of Landlord upon any Building or the Center or any part thereof or any contents therein or conflict with any of the Rules and Ordinances of the public building or health authorities.
4. Tenant, or its employees, agents, invitees, or contractors shall not smoke any tobacco products within the Premises or Building.
5. All electrical equipment used by the Tenant shall be U.L. approved. Tenant shall not do, or permit to be done in the Tenant's Premises or the Center, and Tenant shall not bring into or keep in the Premises or the Center anything which would impair or interfere with any Building services or the Center and the economical heating, cooling, cleaning or other servicing of any Building or the Premises.
6. Tenants shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business, in any Building. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed hazardous shall not be brought into any Building or the Center. The Tenant shall not use any other method of heating other than that supplied by the Landlord or Manager.
7. No cooking (except in microwave ovens or other cooking facilities approved by Landlord) shall be done or permitted by any Tenant in the Premises, except that use of Underwriter's Laboratory (UL) approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal and state laws, codes, ordinances, rules and regulations
8. Tenant shall not employ any person or persons for the purpose of cleaning the Premises, without the prior written consent of Landlord, and then only such janitor contractor or employees satisfactory to landlord, who shall be subject to Landlord's supervision, but at Tenant's sole expense and responsibility. Landlord shall not be responsible to Tenant for any loss of property from the Premises however occurring, or for any damage done to the effects of Tenant by such janitors or any of its employees, or by any other person or any other cause
9. Tenants shall give the Landlord or Manager prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of their Premises.

10. Tenants shall use electric, gas and other forms of energy only from such source of supply as is furnished by Landlord or Manager in any Building occupied by such Tenant.
11. Furniture, equipment or supplies shall be moved in or out of any Building only upon the elevator designated by the Landlord or Manager and then only during such hours and in such manner as may be prescribed by the Landlord or Manager.
12. Should any Tenant desire to place in any Building any equipment which exceeds Landlord's standard floor loads, including, but not limited to, large files, safes and electronic data processing equipment, it shall first obtain written approval of the Landlord or Manager to place such items within any Building or to use any Building elevators, and the proposed location in which such equipment is to be installed. The Landlord or Manager shall have the right to prescribe the weight and position of any equipment that may exceed the weight load limits of any Building, and may further require, at the Tenant's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required, and/or determine whether or not such equipment can be safely placed within any Building.
13. Tenants shall not place additional locks or bolts of any kind upon any of the doors of their Premises or the Building and no lock on any door therein shall be changed or altered in any respect. Duplicate keys for the Tenant's Premises shall be procured only from the Landlord or Manager, which may make a reasonable charge therefor. Upon termination of a Tenant's lease, all keys of the Premises shall be delivered to the Landlord or Manager.
14. Tenants shall not leave any refuse in the common areas or other areas of any Building or the Center (excepting the Tenant's own Premises) for disposal.
15. The Landlord or Manager shall have the right to prohibit any advertising by Tenants which, in the Landlord's or Manager's opinion, tends to impair the reputation of the Center or any Building or its desirability as a building or offices; upon written notice from the Landlord or Manager, the Tenant shall refrain from or discontinue such advertising.
16. If a Tenant employs laborers or other persons to be employed outside of any Building, such Tenant shall not have such employees paid in any Building, but shall arrange to pay their payrolls elsewhere. Tenants shall not advertise for laborers giving an address at any Building.
17. Bicycles or other vehicles shall not be permitted in the offices, common areas, halls, corridors, lobbies and elevators of any Building, nor shall any obstruction of sidewalks or entrances of any Building by such be permitted.
18. The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used by Tenants, their agents, employees, contractors and invitees for any other purpose than ingress and egress to and from the respective offices.
19. Canvassing, soliciting and peddling in any Building or the Center is prohibited and Tenants shall cooperate to prevent the same.
20. No animals, birds, pets (other than seeing-eye dogs) of any kind shall be allowed in the Tenant's Premises or any Building.
21. The water closets, urinals, waste lines, vents or flues of any Building shall not be used for any purpose other than those for which they were constructed, and no rubbish, acids, vapors, newspapers or other such substances of any kind shall be discarded therein. The expense caused by any breakage, stoppage or damage resulting from a violation of this rule by any Tenant, its agents, employees, contractors and invitees or licensees, shall be paid by the Tenant.
22. All decorating, carpentry work, or any labor required for the installation of the Tenant's equipment, furnishings or other property shall be performed at the Tenant's expense, subject to the Landlord's or Manager's prior written approval and, by the Landlord's or Manager's employees or at the Landlord's or Manager's option and consent, by persons and contractors authorized in writing by the Landlord or Manager. This shall apply to all

work including but not limited to, installation of telephone or telegraph equipment or any other physical feature of any Building. None of this work shall be done by Tenant without the Landlord's or Manager's prior written approval.

23. If any Tenant desires radio signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at the expense of the Tenant, with the prior written approval and under the direction of the Landlord or Manager. No wiring shall be installed in any part of any Building without the Landlord's or Manager's approval and direction. The Landlord or Manager reserves the right to disconnect any radio, signal or alarm system when, in the Landlord's or Manager's opinion, such installation or apparatus interferes with the proper operation of the Center of any Building or systems within any Building.
24. Except as otherwise provided, Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of any building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
25. Except as permitted by the Landlord or Manager, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way penetrate or deface the walls, ceilings, partitions or floors of their Premises or of any Building and the repair costs of any defacement damage or injury caused by any Tenant, its agents, employees, contractors and invitees, shall be paid for by the Tenant.
26. All glass, lighting fixtures, locks and trimmings in or upon the doors and windows of the Tenant's Premises shall be kept whole and whenever any part thereof shall be broken through cause attributable to any Tenant, its agents, employees, contractors and invitees, Tenant shall promptly notify Landlord verbally and in writing and Landlord or Manager shall replace or repair such item at Tenant's expense within a reasonable period of time following receipt of such notice.
27. The cost of repairing any damage to the common areas or public portions of any Building or the Center or the public facilities or to any facilities used in common with other Tenants in the Building or Center, caused by any Tenant or the agents, employees, contractors and invitees of the Tenant, shall be paid by such Tenant.
28. Tenants shall not remove any carpet, or wall coverings, window blinds, or window draperies in their Premises without the prior written approval of the Landlord or Manager.
29. The sashes, sash doors, windows, side glass, glass doors and any lights or skylights that reflect or admit light into the hall or other places of any Building shall not be covered or obstructed by Tenant without the prior written approval of the Landlord or Manager.
30. The Tenant shall cooperate fully with the life safety plans of any Building as established and administered by the Landlord or Manager. This includes participation by the Tenant and employees of the Tenant in exit drills, fire inspections, life safety orientations and other programs relating to life safety that may be promulgated by the Landlord or Manager.
31. Landlord reserves the right to amend these Rules and Regulations from time to time.